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Attorneys for Plaintiffs (*additional counsel appear on signature page*)

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

RAUL SIQUEIROS, *et al.*

PLAINTIFF,

V.

GENERAL MOTORS LLC,

DEFENDANT.

CASE NO. 16-CV-07244-EMC

**PLAINTIFFS’ UNOPPOSED MOTION  
FOR ORDER APPROVING CLASS  
NOTICE**

JUDGE: HON. EDWARD J. CHEN

1 WHEREAS, Plaintiffs filed this action on behalf of themselves and all others similarly situated  
2 against General Motors LLC (“GM”) alleging an oil consumption defect in certain 2011-2014 Chevrolet  
3 Avalanche, Silverado, Suburban, Tahoe, and GMC Sierra, Yukon, and Yukon XL vehicles equipped with  
4 Generation IV LC9 5.3 Liter V8 Vortec 5300 engines (“LC9 Engines”).<sup>1</sup>

5 WHEREAS, on April 23, 2020, the Court certified California and North Carolina statewide classes  
6 defined as:

- 7 • All current owners or lessees of a Class Vehicle who purchased or leased the  
8 vehicle in new condition in the State of California. The Court certified the claims  
9 of the California Class for violation of the Song-Beverly Consumer Warranty Act  
10 for breach of implied warranty, Cal. Civ. Code § 1790 *et seq.*<sup>2</sup>
- 11 • All current owners or lessees of a Class Vehicle that was purchased or leased in the  
12 State of North Carolina. The Court certifies the claims of the North Carolina Class  
13 for: breach of implied warranty of merchantability.<sup>3</sup>

14 WHEREAS, on May 25, 2021, the Court certified an Idaho statewide class defined as:

- 15 • All current owners or lessees of a Class Vehicle that was purchased or leased in the  
16 State of Idaho from a GM-authorized dealer. The Court certifies the claims of the  
17 Idaho Class for violation of the Idaho Consumer Protection Act, Idaho Code Ann.  
18 §§ 48-601–48-619.<sup>4</sup>

19 WHEREAS, the Court defined “Class Vehicle” as 2011-2014 Chevrolet Avalanches, 2011-2014  
20 Chevrolet Silverados, 2011-2014 Chevrolet Suburbans, 2011-2014 Chevrolet Tahoes, 2011-2014 GMC  
21 Sierras, 2011-2014 GMC Yukons, and the 2011-2014 GMC Yukon XLs with LC9 engines manufactured  
22 on or after February 10, 2011, with any vehicle that has already received adequate piston replacement (i.e.  
23 upgraded piston rings) being excluded from the definition.<sup>5</sup>

24 WHEREAS, the Parties have conferred and agreed as to appropriate forms of class notice pursuant  
25 to Federal Rule of Civil Procedure 23(c)(2).

26 <sup>1</sup> ECF No. 286, Seventh Amended complaint.

27 <sup>2</sup> ECF No. 237, modified by stipulation and Order by ECF No. 288.

28 <sup>3</sup> ECF No. 237.

<sup>4</sup> ECF No. 320, modified after reconsideration by Order, ECF No. 349.

<sup>5</sup> ECF No. 237.

1 WHEREAS, Plaintiffs have selected, and GM does not object to, Postlethwaite & Netterville,  
2 APAC (“P&N”) as the proposed notice administrator.

3 WHEREAS, Plaintiffs and P&N will obtain from GM the VIN numbers for Class Vehicles sold  
4 new through GM-authorized dealerships in California, North Carolina, and Idaho; as well as VIN numbers  
5 for Class Vehicles sold certified pre-owned through GM-authorized dealerships in North Carolina and  
6 Idaho.

7 WHEREAS, as detailed in the declaration of Brandon Schwartz of P&N (“Schwartz Declaration”),  
8 attached hereto, P&N will provide those VINs to IHS Markit or its subsidiary R.L. Polk & Co.  
9 (collectively, “Polk”), a leader in automotive data solutions to obtain names and addresses of individuals  
10 associated with vehicle registrations for each VIN.

11 WHEREAS, as detailed in the Schwartz Declaration, P&N will collaborate with a third-party data  
12 provider to append email addresses, where available, to the names and addresses provide by Polk.

13 WHEREAS, as detailed in the Schwartz Declaration, P&N will provide direct mailed notice,  
14 through a postcard and via the United States Postal Service, to all identifiable Class members.

15 WHEREAS, as detailed in the Schwartz Declaration, P&N will provide email notice to facially  
16 valid email addresses obtained through reverse look-up.

17 WHEREAS, the proposed “short form notice,” to be used for direct mail and email notice, is  
18 attached as Exhibit C to the Schwartz Declaration;

19 WHEREAS, as detailed in the Schwartz Declaration, P&N will engage in a supplemental digital  
20 campaign designed to serve digital notice, over social media websites and other websites, to likely Class  
21 members.

22 WHEREAS, as detailed in the Schwartz Declaration, P&N will create and maintain a website  
23 dedicated to this action on which class notice will be provided, and the postcards, emails, and digital  
24 marketing materials will provide a link to this website.

25 WHEREAS, the proposed “long form notice,” to be provided on the website, is attached as Exhibit  
26 D to the Schwartz Declaration.

27 WHEREAS, because Polk will not begin the process of collecting names and addresses for likely  
28 Class members without an order from this Court, and because this process is expected to take 4-6 weeks,

1 Plaintiffs respectfully request that the Court address the proposed notice plan in an expedited manner in  
2 order to ensure that notice is provided in time for the trial currently scheduled for August 8, 2022.<sup>6</sup>

3 WHEREAS, the California Department of Motor Vehicles requires a court order authorizing the  
4 release of names and addresses of vehicle owners before it will provide that information to Polk.

5 ACCORDINGLY, plaintiffs respectfully move for the Court’s approval of the following notice  
6 plan:

- 7 • Class notice shall be administered by P&N, as detailed in the Schwartz Declaration, and  
8 through the forms of notice attached as Exhibits C and D to the Schwartz Declaration;
- 9 • The deadline for sending class notice shall be: May 23, 2022;
- 10 • The last day for opt-outs shall be: July 7, 2022;
- 11 • The California Department of Motor Vehicles is ordered to provide approval to Polk to release  
12 the names and addresses of owners of the vehicles associated with the titles of the VINS at  
13 issue in this action for the purposes of disseminating the class notice to Class members;
- 14 • Polk is ordered to license, pursuant to the agreement between Polk and P&N, the owner contact  
15 information solely for the use of providing the class notice in this action and for no other  
16 purpose; and
- The Parties are authorized to obtain the names and mailing addresses of Class members from  
Polk.

17 Dated: March 21, 2022

Respectfully submitted,

18 /s/ John E. Tangren  
 Adam J. Levitt (*pro hac vice*)  
 John E. Tangren (*pro hac vice*)  
 Daniel R. Ferri (*pro hac vice*)  
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28 <sup>6</sup> ECF No. 356.

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W. Daniel “Dee” Miles, III (*pro hac vice*)  
H. Clay Barnett, III (*pro hac vice*)  
J. Mitch Williams (*pro hac vice*)  
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*Counsel for Plaintiffs and the Proposed Classes*

**ECF CERTIFICATION**

Pursuant to Civil L.R. 5-1(i)(3), the filing attorney attests that she has obtained concurrence regarding the filing of this document from the signatories to the document.

Date: March 21, 2022

By: /s/ Jennie Lee Anderson  
Jennie Lee Anderson

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

RAUL SIQUEIROS, *et al.*  
  
PLAINTIFF,  
  
V.  
  
GENERAL MOTORS LLC,  
  
DEFENDANT.

CASE NO. 16-CV-07244-EMC  
**DECLARATION OF BRANDON SCHWARTZ  
REGARDING NOTICE PLAN AND  
ADMINISTRATION FOR CLASS  
CERTIFICATION**  
JUDGE: HON. EDWARD J. CHEN

1 I, Brandon Schwartz, declare:

2 1. I am the Director of Notice for Postlethwaite & Netterville, APAC (“P&N”), a full-service  
3 administration firm providing legal administration services, including the design, development, and  
4 implementation of unbiased notice programs for complex litigation. P&N was asked by Plaintiffs’ Counsel  
5 to develop and execute the proposed class certification notice plan (“Notice Plan”) and administer the class  
6 certification notice process in the above-referenced matter (the “Action”). The following statements are  
7 based on my personal knowledge as well as information provided by other experienced P&N employees  
8 working under my supervision.

9 2. P&N develops and executes notice plans and administers a wide variety of class action and  
10 mass action settlements, with subject matters including, but not limited to, products liability, consumer  
11 protection, mass tort, antitrust, labor and employment, insurance, and healthcare. P&N team members have  
12 extensive experience designing and implementing notice and settlement programs. More information about  
13 P&N can be found on our website at [www.pnclassaction.com](http://www.pnclassaction.com).

14 **EXPERIENCE**

15 3. With more than 15 years of class action, marketing, advertising, and media experience, I  
16 have developed notice solutions for all aspects of class action certification and settlement and have an in-  
17 depth knowledge of generating media, conducting demographic research, designing media plans,  
18 developing and buying media, creating commercial/video productions, and utilizing best practices for social  
19 media outreach through platforms such as Instagram and Facebook.

20 4. I have designed, implemented, and managed notice campaigns for more than 100 cases.  
21 Some of the cases in which my media plans have featured include: *Krommenhock v. Post Foods, LLC*, No.  
22 3:16-cv-04958 (N.D. Cal.); *Hadley v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v.*  
23 *Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *In re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-  
24 md-02807 (N.D. Ohio); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-  
25 00850 (E.D. Va.); *Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, No. 2:10-md-02179  
26 (E.D. La.); and the *Indian Residential Schools Settlement*, No. 00-cv-192059 (Ont. Super. Ct.). A description  
27 of my experience is attached as **Exhibit A**.



1           5. As detailed below, courts have repeatedly recognized P&N (curriculum vitae attached hereto  
2 as **Exhibit B**) and the efficacy of my class action notice plans. A sample of court opinions on the adequacy  
3 of our notice efforts:

4           a. On May 11, 2021, in the Order Granting Motion for Final Approval of Class Settlement  
5 in *Winters, et al. v. Two Towns Ciderhouse, Inc.*, No. 20-cv-00468 (S.D. Cal.), Judge  
6 Cynthia Bashant ruled:

7                     The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary  
8 Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz  
9 Decl.”) ¶¶ 4–14, ECF No. 24-5)... Thus, the Court finds the Notice complies with due process... With respect to the reaction of the class, it appears the  
10 class members’ response has been overwhelmingly positive.

11  
12           b. In the matter *Hadley, et al. v. Kellogg Sales Company*, No. 16-cv-04955 (N.D. Cal.),  
13 Judge Lucy H. Koh ruled on November 23, 2021:

14                     The Class Notice and claims submission procedures set forth in Sections 4  
15 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10,  
16 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the  
17 requirements of due process, were the best notice practicable under the  
18 circumstances, provided individual notice to all Settlement Class Members  
19 who could be identified through reasonable effort, and support the Court’s  
20 exercise of jurisdiction over the Settlement Classes as contemplated in the  
21 Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

22           c. Additionally, on April 19, 2021, in the Order Granting Plaintiff’s Unopposed Motion for  
23 Final Approval of Class Action Settlement in *Siddle, et al. v. The Duracell Company, et*  
24 *al.*, No. 20-cv-00468 (S.D. Cal.), Judge James Donato ruled:

25                     The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil  
26 Procedure and the requirements of due process, were the best notice  
27 practicable under the circumstances, provided due and sufficient individual  
28 notice to all persons in the Settlement Class who could be identified through  
reasonable effort, and support the Court’s exercise of jurisdiction over the  
Settlement Class as contemplated in the Agreement and this Final Approval  
Order.

**OVERVIEW**

6. P&N understands the Court has certified the following classes:
- a. **California Class**: All current owners or lessees of a Class Vehicle who purchased or leased the vehicle in new condition in the State of California. The Court certifies the claims of the California Class for violation of the Song-Beverly Consumer Warranty Act for breach of implied warranty, Cal. Civ. Code § 1790 *et seq.*
  - b. **North Carolina Class**: All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina. The Court certifies the claims of the North Carolina Class for breach of implied warranty of merchantability.
  - c. **Idaho Class**: All current owners or lessees of a Class Vehicle that was purchased or leased in the State of Idaho from a GM-authorized dealer. The Court certifies the claims of the Idaho Class for violation of the Idaho Consumer Protection Act, Idaho Code Ann. §§ 48-601–48-619.

7. The **Class Vehicles** are 2011-2014 Chevrolet Avalanches; 2011-2014 Chevrolet Silverados; 2011-2014 Chevrolet Suburbans; 2011-2014 Chevrolet Tahoes; 2011-2014 GMC Sierras; 2011-2014 GMC Yukons; and the 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (i.e. upgraded piston rings) is excluded from the class.

8. Excluded from all of the Classes are: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons that have litigated claims involving Class Vehicles against GM to final judgment; (3) all entities and natural persons who, via a settlement or otherwise, delivered to GM releases of their claims involving Class Vehicles; (4) GM’s employees, officers, directors, agents, and representatives, and their family members; and (5) all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

9. The objective of the Notice Plan is to inform Class Members of their due process rights and provide the opportunity to exclude themselves prior to the trial that is scheduled for August 8, 2022.

1 **CLASS CERTIFICATION NOTICE PLAN**

2 10. We understand that Plaintiffs’ Counsel will provide a database of approximately 62,000  
3 Class Vehicles and their associated Vehicle Identification Numbers (“VINs”). In order to identify Class  
4 Members and their relevant mailing information from VINs associated with the Class Vehicles, P&N will  
5 coordinate with IHS Markit, which licenses state motor vehicle data through its R. L. Polk & Co. (“Polk”)  
6 entity,<sup>1</sup> a leader in automotive data solutions, to obtain names and addresses of individuals associated with  
7 vehicle registrations for each VIN. The resulting list will be reviewed for duplicates and other possible  
8 discrepancies.

9 11. Following the review for duplicates and discrepancies, P&N will collaborate with a third-  
10 party data provider specializing in aggregating consumer data and identity verification to append email  
11 addresses, where available, to the names and addresses provided by Polk (“Direct Notice List”).

12 12. P&N will provide individual notice to all Class Members identified in the Direct Notice List.  
13 Where both a mailing address and an email address exist for a Class Member, they will receive a Postcard  
14 Notice and an Email Notice. In addition, a supplemental paid media campaign targeting (described below)  
15 the owners or lessees of the Class Vehicles will support and strengthen the overall Notice Plan.

16 **Mailed Notice**

17 13. The short form notice, attached hereto as **Exhibit C**, will be mailed (the “Postcard Notice”)  
18 via United States Postal Service (“USPS”). Prior to mailing, all mailing addresses will be checked against  
19 the National Change of Address (“NCOA”) database maintained by USPS to ensure Class Member address  
20 information is up-to-date and accurately formatted for mailing.<sup>2</sup> In addition, the addresses will be certified  
21 via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and will be verified  
22 through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Should NCOA provide  
23

24 <sup>1</sup> Polk is a leader in automotive intelligence by providing access to the most comprehensive source of new  
25 and used vehicle sales and registration data at a national and regional level. Vehicle data includes make,  
26 model and technical details, among others, as well as contact information associated with vehicle  
registration.

27 <sup>2</sup> The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-  
of-address (COA) records consisting of names and addresses of individuals, families, and businesses who  
28 have filed a change-of-address with the Postal Service™. The address information is maintained on the  
database for 48 months.

1 a more current mailing address for a Class Member, P&N will update the address accordingly. If a Postcard  
2 Notice is returned with forwarding address information, P&N will re-mail to the forwarded address. For all  
3 Postcard Notices that are returned as undeliverable, P&N will use standard skip-tracing to obtain forwarding  
4 address information and, if skip-tracing provides a different forwarding mailing address, P&N will re-mail  
5 the notice to the address identified by the skip-trace.

#### 6 **Email Notice**

7 14. P&N will also format the short form notice for distribution via email (“Email Notice”) to all  
8 facially valid email addresses obtained through reverse look-up. The Email Notice will be created using  
9 embedded html text format to provide an easy-to-read format without tables, graphs or other content that  
10 may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service  
11 Providers (ISPs). Additionally, P&N includes “unsubscribe” links and the Administrator contact  
12 information which follows standard email best practices. Prior to sending, emails are put through a hygiene  
13 and verification process to protect the integrity of the email campaign and maximize deliverability. Steps  
14 included deduplication, syntax validation, misspelled domain detection and correction, domain validation,  
15 and risk validation. Emails that pass the hygiene and verification process will be batched into small groups  
16 and sent over multiple days to decrease the likely of being erroneously flagged as bulk junk email. P&N  
17 will track and report to the court all email delivery attempts. If an item is returned as undeliverable,  
18 commonly referred to as a “bounce,” the reason is noted. If the email address is noted as non-existent as  
19 attempted, this is referred to as a “hard bounce,” and no additional attempts to deliver the Email Notice to  
20 that email address will be made. Responses where the inbox is full, the attempt is initially blocked or  
21 deferred by the ISP, or any other circumstances that prevents delivery are referred to as “soft” bounces. To  
22 limit the number of undelivered emails as a result of soft bounces, P&N will continue to attempt to re-send  
23 emails receiving a soft-bounce for a period of 72 hours. If the email is not able to be delivered after 72 hours,  
24 the email will be deemed undeliverable and no additional attempts will be made to that email address.

#### 25 **Supplemental Digital Banner Notice**

26 15. P&N will run digital notices on select websites that potential Class Members are likely to  
27 regularly visit, use ad networks based on their cost efficiency, real-time targeting, and their broad network  
28 of partner websites, as well as social media advertising on Facebook and Instagram.

1           16. P&N will employ artificial intelligence (AI) to locate and serve ads to potential Class  
2 Members in real-time. The AI self-learning platform will continue to monitor website content, user behavior,  
3 browsing habits, and clicks to continually improve performance through the life cycle of the Notice Plan.  
4 Furthermore, we will include a mix of segments that will target potential Class Members based on user  
5 demography, behavioral, contextual, interest-based, engagement, language, geo-targeting, and select  
6 placement strategies.

- 7           ▪ *Geo-Targeting* – California, North Carolina, and Idaho;
- 8           ▪ *Customer Match* – target users derived from the Direct Notice List;
- 9           ▪ *Look-alike* – target users that share similar characteristics to the Direct Notice List;
- 10          ▪ *Demography* – target users based on age, income, etc.;
- 11          ▪ *Behavioral* – individuals who previously viewed or searched for information related to the Class  
12 Vehicles;
- 13          ▪ *Contextual* – individuals who are accessing and reading content or watching videos related to  
14 the Class Vehicles;
- 15          ▪ *Interest-based* – individuals who have “liked” social media account(s) for Chevrolet or GMC;
- 16          ▪ *Engagement* – individuals who have shared or commented on Chevrolet or GMC social media  
17 account(s);
- 18          ▪ *Language* – individuals who utilize English and Spanish language websites;
- 19          ▪ *Device* – individuals on both desktop and mobile devices; and
- 20          ▪ *Select Placement* – high traffic premier websites in the shopping, sports, weather, entertainment,  
21 and local sites. Sites such as WashingtonPost.com, NYTimes.com, WebMD.com, ESPN.com,  
22 FoxNews.com, and Weather.com are a few of the premier sites that will be utilized.

23           17. In addition to the digital notices described above, banner notifications will run on the top-  
24 visited social media sites Facebook and Instagram. These sites represent the leading group of social network  
25 sites covering 200 million active users in the United States.<sup>3</sup> Social media encourages users to share  
26

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27 <sup>3</sup> “Number of mobile phone Facebook user in United States from 2015 to 2020” (eMarketer, Statista 2018),  
28 and “Number of Instagram users in the United States from 2015 to 2021” (eMarketer; TechCrunch, Statista  
2018)

1 information, which can organically raise the reach of the Notice Plan by users sharing the notices with their  
2 friends, family, and followers. Notices on Facebook and Instagram will appear in a user’s feed.

3 18. The banner notices will utilize standard Interactive Advertising Bureau (“IAB”) ad sizes  
4 (350x250, 728x90, 970x250, 300x600) and custom ads sizes according to Facebook and Instagram  
5 advertising guidelines.

6 19. Combined, we estimate that the supplemental digital banner notice program will generate  
7 more than 37 million impressions.

8 **Informational Website**

9 20. P&N will create and maintain a website dedicated to this Action. The website address will  
10 be included in the Postcard Notice, Email Notice, and all digital banners will link directly to the  
11 informational website. The Class Notice, attached hereto as **Exhibit D** and the Exclusion Form, attached  
12 hereto as **Exhibit E**, along with other relevant documents, will be posted on the informational website for  
13 Class Members to review and download. The Parties and P&N agree that the Parties shall have the  
14 opportunity to review and approve the URL address of the informational website, and all content on the  
15 website, before it goes live. Should any Party have any objection to the website address or the content on  
16 the website, the Parties shall work together in good faith to resolve the issue before the website is made  
17 available to the public. The informational website will also include relevant dates, other case-related  
18 information, instructions for how to be excluded from the Class, and contact information for the  
19 Administrator.

20 **REQUESTS FOR EXCLUSION**

21 21. Potential Class Members wishing to exclude themselves may submit their request for  
22 exclusion by mail to a Post Office Box that P&N will maintain. P&N will monitor all mail delivered to that  
23 Post Office Box and will track all exclusion requests received, which will be provided to Class Counsel.

24 **CONCLUSION**

25 22. The proposed Notice Plan includes individual direct notice – written in accordance with plain  
26 language guidance – to all members of the class who can be identified through reasonable efforts; a  
27 supplemental paid publication program; an informational website; and a toll-free hotline. This Notice Plan  
28 will provide the best notice that is practicable under the circumstances.



**ECF CERTIFICATION**

Pursuant to Civil L.R. 5-1(i)(3), the filing attorney attests that she has obtained concurrence regarding the filing of this document from the signatories to the document.

Date: March 21, 2022

By: /s/ Jennie Lee Anderson  
Jennie Lee Anderson

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# **EXHIBIT A**



**assurance - consulting - tax - technology**

**pncpa.com**

## Exhibit A: CV of Brandon Schwartz

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## Brandon Schwartz

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Brandon Schwartz is the Director of Notice for P&N Consulting Services Group. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

design and implementation.

Brandon has more than 10 years of experience designing and implementing complex notice programs. His knowledge of demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23(c)(2) compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice

Brandon has designed and implemented notice campaigns for hundreds of cases in his career. Prior to joining P&N, Brandon was the Director of Notice and Media for a large claims administrator where he was responsible for overseeing cases such as: *In re Ductile Iron Pipe Fittings (“DIPF”) Indirect Purchaser Antitrust Litigation*; *In re Sony PS3 “Other OS” Litigation*; *Gordon v. The Hain Celestial Group et al*; and *Smith, et al. v. Floor & Decor Outlets of America, Inc.*

### EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

### ARTICLES

- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California’s Northern District Procedural Guidance Changes

### SPEAKING ENGAGEMENTS

- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018





## SAMPLE JUDICIAL COMMENTS

- ***Hadley, et al. v. Kellogg Sales Company***, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Miracle-Pond, et al. v. Shutterfly, Inc.***, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation***, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- ***Krommenhock, et al. v. Post Foods, LLC***, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the*



*best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Lisa Jones et al. v. Monsanto Company, et al.***, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips, May 13, 2021:

*The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e) factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.*

- ***Winters et al. v. Two Towns Ciderhouse Inc.***, No. 3:20-cv-00468-BAS-BGS (C.D. Cal.), Judge Cynthia Bashant, May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.) Thus, the Court finds the Notice complies with due process.*

- ***Siddle, et al. v. The Duracell Company, et al.***, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr., November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice*



*fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- **Edward Makaron et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson, January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order;*

*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- **John Karpilovsky and Jimmie Criollo, Jr. et al v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber, August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court’s Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon, May 3, 2018:

*The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff’s Unopposed Motion to Distribute Notice to the Settlement Class (“Schwartz Declaration”). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...*



- ***Gordon v. Hain Celestial Group, et al.***, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest, September 22, 2017:

*The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order – were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.*

- ***In re: Sony PS3 “Other OS” Litigation***, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers, June 8, 2018:

*The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this Action. The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the “Notice Program”), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.*

- ***In re: Ductile Iron Pipe Fittings (“DIPF”) Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson, June 8, 2016:

*Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.*





## LEGAL NOTICE CASES

Case Caption	Docket Number	Court
Baldwin et al. v. National Western Life Insurance Co.	2:21-CV-04066	W.D. Mo.
Deien v. Seattle City Light	19-2-21999-8	Wash. Super.
Blake Chapman et al. v. voestalpine Texas, LLC, et al.	2:17-cv-00174	S.D. Tex.
Hanson v. Welch Foods Inc.	3:20-cv-02011	N.D. Cal.
McMorrow v. Mondelez International, Inc.	3:17-cv-02327	S.D. Cal.
Hadley, et al. v. Kellogg Sales Company	5:16-cv-04955	N.D. Cal.
Miracle-Pond, et al. v. Shutterfly, Inc.	16-cv-10984	Cir. Ct. Cook Cnty.
In Re: Sonic Corp. Customer Data Breach Litigation	1:17-md-02807	N.D. Ohio
In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation	3:18-cv-00850	E.D. Va.
Krommenhock, et al. v. Post Foods, LLC	3:16-cv-04958	N.D. Cal.
Daley, et al v. Greystar Management Services LP, et al	2:18-cv-00381	E.D. Wash.
Brianna Morris v. FPI Management Inc.	2:19-CV-0128	E.D. Wash.
Kirilose Mansour v. Bumble Trading Inc.	RIC1810011	Cal. Super.
Clopp et. al. v. Pacific Market Research, LLC et. al.	21-2-08738-4	Wash. Super.
Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.	12-2059	E.D. La.
Jackson-Battle v. Navicent Health, Inc.	2020-CV-072287	Ga Super.
Richardson v. Overlake Hospital Medical Center et al.	20-2-07460-8	Wash. Super.
Fabricant v. Amerisave Mortgage Corp	2:19-cv-04659	C.D. Cal.
Jammeh v. HNN Assoc.	2:19-cv-00620	W.D. Wash.
Farruggio, et al. v. 918 James Receiver, LLC et al.	3831/2017	N.Y. Sup Ct
Winters, et al. v. Two Towns Ciderhouse Inc.	3:20-cv-00468	S.D. Cal.
Siddle, et al. v. The Duracell Company, et al.	4:19-cv-00568	N.D. Cal.
Lisa Jones et al. v. Monsanto Company	4:19-cv-00102	W.D. Mo.
Makaron v. Enagic USA, Inc.	2:15-cv-05145	C.D. Cal.
John Karpilovsky, et al. v. All Web Leads, Inc.	1:17-cv-01307	N.D. Ill.
Hughes et al. v. AutoZone Parts Inc. et al.	BC631080	Cal. Super.
Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections	3:17-cv-0586	W.D. Wash.
Aaron Van Fleet, et al. v. Trion Worlds Inc.	535340	Cal. Super.
Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.	BC652939	Cal. Super.
Cajuns for Clean Water, LLC, et al v. Cecilia Water Corporation, et al	82253	La. Dist.
In re: Sony PS3 “Other OS” Litigation	4:10-cv-01811	N.D. Cal.
In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation	3:12-cv-00169	D.N.J.
In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation	3:12-cv-00711	D.N.J.
Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.	1:14-cv-00719	D. Del.
Gordon v. The Hain Celestial Group, et al.	1:16-cv-06526	S.D.N.Y.
In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)	2:10-md-02179	E.D. La.





Case Caption	Docket Number	Court
In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)	1:12-md-02358	D. Del.
In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)	2:12-md-02328	E.D. La.
In re: Polyurethane Foam Antitrust Litigation (MDL 2196)	1:10-md-2196	N.D. Ohio
In re: Processed Egg Products Antitrust Litigation (MDL 2002)	2:08-md-02002	E.D. Pa.
In re: The Flintkote Company and Flintkote Mines Limited	1:04-bk-11300	Bankr. D. Del.
In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)	1:11-cv-02242	D. Mass.
Markos v. Wells Fargo Bank, N.A.	1:15-cv-01156	N.D. Ga.
Cross v. Wells Fargo Bank, N.A.	1:15-cv-01270	N.D. Ga.
Ferrick v. Spotify USA Inc.	1:16-cv-08412	S.D.N.Y.
In re: Parmalat Securities Litigation (MDL 1653)	1:04-md-01653	S.D.N.Y.
Smith v. Floor and Décor Outlets of America, Inc.	1:15-cv-04316	N.D. Ga.
Schwartz v. Intimacy in New York, LLC	1:13-cv-05735	S.D.N.Y.
In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)	2:13-md-02426	D. Me.
Young v. Wells Fargo & Co	4:08-cv-00507	S.D. Iowa
In re: Credit Default Swaps Antitrust Litigation (MDL 2476)	1:13-md-02476	S.D.N.Y.
Anthony Frank Lasseter et. al. v. Rite-Aid	09-cv-2013-900031	Ala. Cir. Ct.
Khoday v. Symantec Corp.	0:11-cv-00180	D. Minn.
MacKinnon, Jr v. IMVU	1-11-cv-193767	Cal. Super.
Ebarle et al. v. LifeLock, Inc.	3:15-cv-00258	N.D. Cal.
Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")	1:15-cv-05880	S.D.N.Y.
Schwartz v. Avis Rent A Car System	2:11-cv-04052	D.N.J.
Klein v. Budget Rent A Car System	2:12-cv-07300	D.N.J.
Pietrantonio v. Kmart Corporation	15-5292	Mass. Cmmw.
Cox et al., v. Community Loans of America, Inc., et al.	4:11-cv-00177	M.D. Ga.
Vodenichar et al. v. Halcón Energy Properties, Inc. et al.	2013-512	Pa. Com. Pleas
State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.,	1208 10246	Or. Cir.
Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med	0:13-cv-62019	S.D. Fla.
Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.	03-2-33553-3	Wash. Super.
Phillips v. Bank of America	15-cv-00598	Cal. Super.
Ziwczyn v. Regions Bank and American Security Insurance Co.	1:15-cv-24558-FAM	S.D. Fla
Dorado vs. Bank of America, N.A.	1:16-cv-21147-UU	S.D. Fla
Glass v. Black Warrior Electric	cv-2014-900163	Ala. Cir.
Beck v. Harbor Freight Tools USA, Inc.	15-cv-00598	Ohio Com. Pleas
Ligon v. City of New York, et al.	12-cv-2274	S.D.N.Y.
Abdellahi, et a., vs. River Metals Recycling, LLC	13-CI00095	Ky. Cir.
Alegre v. XPO Last Mile, Inc.	2:15-cv-02342	D.N.J.
Jack Leach et al. v. E.I. du Pont de Nemours and Co.	01-C-608	W. Va. Cir.
Hayes , et al. v. Citizens Financial Group Inc., et al.	1:16-cv-10671	D. Mass.



Case Caption	Docket Number	Court
In re: Foreign Exchange Benchmark Rates Antitrust Litigation	1:13-cv-07789	S.D.N.Y.
Flo & Eddie, Inc. v. Sirius XM Radio, Inc.	2:13-cv-05693	C.D. Cal.
Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah	C13-02656	Cal. Super.
Filannino-Restifo, et al. v. TD Bank, N.A.	0:18-cv-01159	D.N.J.
United States v. Takata Corporation	2:16-cr-20810	E.D. Mich.
Free Range Content, Inc. v. Google Inc.	5:14-cv-02329	N.D. Cal.
Bautista v. Valero Marketing and Supply Company	3:15-cv-05557	N.D. Cal.
Devin Forbes and Steve Lagace -and- Toyota Canada Inc.	cv-16-70667	Ont. Super. Ct.
Thierry Muraton -and- Toyota Canada Inc.	500-06-000825-162	Que. Super. Ct.
In re: Residential Schools Class Action Litigation	00-cv-192059	Ont. Super. Ct.
In re: Tricor Antitrust Litigation	05-340	D. Del.
Masztal v. City of Miami	3D06-1259	Fla. Dist. App.
In re: Tribune Company, et al.	08-13141	D. Del.
Marian Perez v. Tween Brands Inc.	14-cv-001119	Ohio Com. Pleas
Ferguson v. Safeco	DV 04-628B	Mont. Dist.
Williams v. Duke Energy	1:08-cv-00046	S.D. Ohio
Boone v. City of Philadelphia	2:05-cv-01851	E.D. Pa.
In re: Lehman Brothers Inc.	08-13555, 08-01420	Bankr. S.D.N.Y.
In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)	1:06-md-00506	D.D.C.
In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)	3:08-md-01998	W.D. Ky.
In re: Checking Account Overdraft Litigation (MDL No. 2036)	1:09-md-02036	S.D. Fla.
In re: Heartland Data Security Breach Litigation (MDL No. 2046)	4:09-md-02046	S.D. Tex.
Schulte v. Fifth Third Bank	1:09-cv-06655	N.D. Ill.
Mathena v. Webster Bank, N.A.	3:10-cv-01448	D. Conn.
Delandro v. County of Allegheny	2:06-cv-00927	W.D. Pa.
Trombley v. National City Bank	1:10-CV-00232	D.D.C.
Fontaine v. Attorney General of Canada	00-CV-192059 CP	Ont. Super. Ct.
Marolda v. Symantec Corp.	3:08-cv-05701	N.D. Cal.

# **EXHIBIT B**



**assurance - consulting - tax - technology**

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## Exhibit B: CV of P&N

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## Introduction

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Postlethwaite & Netterville, APAC, (P&N) offers technical experience and diverse resources that are unique to the class action settlement administration space.

**Experience:** Since 1999, P&N has successfully administered numerous class action settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

**Breadth, Depth and Flexibility of Resources:** Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 400 employees as needs arise.

We leverage the knowledge and experience of professionals holding the following designations, among others:

- Juris Doctor (JD)
- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Engineer (CSE)
- Certified Information Security Manager
- Certified in Risk and Information Systems Control

**Capabilities and Experience Rooted in Quality and Objectivity:** As a 65+ year old accounting and business advisory firm, objectivity, integrity, and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. ***Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.***





## Notable Claims Administration Experience and Testimonials

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The cornerstones of P&N's success as a firm translate well to the administration of large settlement programs, and our quality of work is particularly apparent in matters involving complex claims. P&N receives consistent positive feedback from clients related to our attention to detail and responsiveness:

**"P&N did an outstanding job. Key factors that separated them from the pack were attention to detail and responsiveness. In the fluid process of administering a class settlement P&N was there for us at every step of the way responding to most requests within minutes."**

*Mark Greenstone, Plaintiff's Co-Lead Counsel*

Our team has significant experience in complex settlement matters, including the following subset of our overall experience:

### **In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)**

**Nature of Work:** In cooperation with our project partner, The Notice Company, Inc., P&N performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over \$547,750,000 to date. The scope of P&N's services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

### **In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)**

**Nature of Work:** P&N was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. P&N participated in determining over \$1 billion in eligible claims within the first six months of the program and approximately \$10 billion to date. P&N committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.





## In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)

**Nature of Work:** P&N provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, P&N has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

**“I have worked with P&N on multiple large settlement projects in my role as Special Master. We are currently working together to administer a mass tort settlement where their technology platform has been able to streamline the claims process and securely manage sensitive claimant data. They are always willing to brainstorm with me when I need assistance which is why they have become a trusted partner and my first call! ”**

*Randi Ellis, Court-Appointed Special Master*

## In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)

**Nature of Work:** P&N developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, P&N also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

**“P&N was tasked with building out a user friendly settlement submission web-based platform, training the law firms on how it would be used, coordinating with the Special Master and Claims Administrator reviewers, exchanging information with the third party lien resolution group, and providing responsive updates and reporting to the litigation lead counsel and individual participating law firms. P&N did a phenomenal job in all respects.**

**Throughout the process, P&N provided personalized and immediately responsive service. Reporting was routinely updated and modified based upon new requests from lead counsel and the individual submitting firms were provided one-on-one service when needed. Based on my experiences with P&N, I would certainly recommend them and will actively seek to include project bids from them in any future resolution programs in which I have a part.”**

*Jon C. Conlin, Plaintiffs' Co-Lead Counsel*





assurance – consulting – tax – technology

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## In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)

**Nature of Work:** P&N provided full scale notice and claims administration services for this multi-settlement MDL involving over \$45,000,000 in settlement funds. The scope of P&N's services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

**"In serving as a Court-appointed Special Master, I have worked with P&N's claims administration team on several occasions. I have always found them to be extremely attentive to detail, responsive, and committed to a high quality work product. Furthermore, they are proactive – once I tell them my goals, they come up with creative solutions to get there. The bottom line is that I can trust them to do the job right in a timely and efficient manner."**

*Daniel J. Balhoff, Court-Appointed Special Master*







## P&N Claims Administration Experience

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### SAMPLE JUDICIAL COMMENTS

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class....was the best practicable notice under the circumstances. The Class Notice program....was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....*

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

*The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.*

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*



- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.), Judge Raymond W. Mitchell on September 9, 2021:

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).*

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

*The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.*

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

*The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*



- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

*The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members’ response has been overwhelmingly positive.*

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

*The Court makes the following findings and conclusions regarding notice to the Settlement Class:*

*a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order; b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and*



*constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- ***Edward Makaron et al. v. Enagic USA, Inc.***, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

*The Court makes the following findings and conclusions regarding notice to the Class:*

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*

*b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections***, 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

*The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.*

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.***, 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

*The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.*

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*



- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

*The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.*

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

*Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.*

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

*After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:*

*(a) constituted the best practicable notice to Class Members under the circumstances;*  
*(b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*

*(c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*



*(d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*

*(e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*

*(f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*

*(g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*

*(h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*

## Class Action & Mass Tort Settlement Administration

P&N provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, P&N has processed billions of dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class action and mass tort litigations.

### SAMPLE CASE EXPERIENCE



#### ENVIRONMENTAL/TOXIC TORTS

- In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Sanchez et al v. Texas Brine, LLC et al.
- In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Howard, et al. v. Union Carbide Corporation



#### CONSUMER

- Jones et al. v. Monsanto Co.
- Siddle et al. v. The Duracell Co. et al.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Strong v. Numerica Credit Union
- Schexnayder Jr, et al. v. Entergy Louisiana, Inc., et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Duhe, Jr., et al. v. Texaco, Inc., et al.
- Martinez, et al. v. Sun West Mortgage Company, Inc.



#### TCPA

- Fabricant v. AmeriSave Mortgage Corp.
- Snyder, et al. v. U.S. Bank, N.A., et al. (Deutsche Bank Settlement and Wilmington Trust Settlement)
- Makaron v. Enagic USA, Inc.
- Story v. Mammoth Mountain Ski Area, LLC



#### MASS TORTS

- In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)<sup>†</sup>
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>†</sup>
- Chevron Richmond Refinery Fire Settlement
- DePuy ASR Inventory Settlement<sup>‡</sup>
- Essure Product Liability Inventory Settlement<sup>‡</sup>



#### ANTITRUST

- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)<sup>\*</sup>
- In Re: Interior Molded Doors Antitrust Litigation (Indirect)



#### DATA BREACH

- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- Jackson-Battle, et al. v. Navicent Health, Inc.

<sup>\*</sup>Services provided in cooperation with The Notice Company, Inc.

<sup>†</sup>Services provided in cooperation with the Court-Appointed Special Master

<sup>‡</sup>Inventory settlement

# **EXHIBIT C**





**assurance - consulting - tax - technology**

**pncpa.com**

## Exhibit C: Postcard Notice

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**Case 3:16-cv-07244-EMC Document 396-4 Filed 03/21/22 Page 3 of 4**

**How do I participate in this class action?** If you fall within the definition of one of the Classes, you are a Class Member. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, in this lawsuit, and will be able to participate in any relief obtained by plaintiffs in the case. By doing nothing, you will remain part of the case and you will give up your rights to sue GM separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later. However, in the event of a settlement, you will have an opportunity object if you disagree with the terms of the settlement.

**How do I ask the Court to exclude me from the Classes?** If you wish to be excluded from the Classes and retain all your rights against GM in this case, you must mail a written request for exclusion to the Notice Administrator by [DATE]. A Request for Exclusion form is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). Be sure to provide your name and address and to sign your request. You must send your request to: GM 5300 LC9 Class Action, c/o Postlethwaite & Netterville, P.O. Box 5124, Baton Rouge, LA 70821.

**Do I have an attorney in this case?** Adam J. Levitt, John Tangren, and Daniel Ferri of DiCello Levitt Gutzler LLC and W. Daniel “Dee” Miles, III, H. Clay Barnett, III, and Mitch Williams of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. represent the Classes and Class Members in the litigation.

**How do I get more information?** For more information on the Classes and the litigation, you may contact Class Counsel or the Notice Administrator using the contact information below. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**Correcting your mailing address.** If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Notice Administrator at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com).

**PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR GENERAL MOTORS ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.**

**IF YOU PURCHASED OR LEASED A MODEL YEAR 2011-2014 CHEVROLET AVALANCHE, SILVERADO, SUBURBAN, OR TAHOE, OR A MODEL YEAR 2011-2014 GMC SIERRA, YUKON, OR YUKON XL VEHICLE EQUIPPED WITH A GENERATION IV LC9 5.3 LITER V8 VORTEC 5300 ENGINE IN CALIFORNIA, IDAHO, OR NORTH CAROLINA, A CLASS ACTION MAY AFFECT YOUR RIGHTS.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**What is the lawsuit about?** Plaintiffs allege that the LC9 Engines in every Class Vehicle contain an inherently defective piston assembly which may lead to excessive oil consumption and related engine problems. GM denies any wrongdoing or liability for the claims alleged, and specifically denies that any Class Vehicle is defective.

**Am I in a Class?** The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches, Silverados, Suburbans, Tahoes, and 2011-2014 GMC Sierras, Yukons, and Yukon XLs with LC9 engines and manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (i.e. piston replacement in which the new pistons were not merely new versions of the same allegedly defective pistons) is excluded from the class. Class members are all current owners or lessees of a Class Vehicle who purchased or leased the vehicle (a) in the State of North Carolina, (b) from a GM-authorized dealer in Idaho, or (c) purchased or leased in new condition in the State of California.

Visit [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) or call 1-(XXX)-XXX-XXXX for more information.

**GM 5300 LC9 Class Action**

c/o Postlethwaite & Netterville  
P.O. Box 5124  
Baton Rouge, LA 70821

**ELECTRONIC SERVICE REQUESTED**

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

# **EXHIBIT D**



**assurance - consulting - tax - technology**

**[pncpa.com](http://pncpa.com)**

## Exhibit D: Class Notice

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**NOTICE OF PENDENCY OF CLASS ACTION**

IF YOU PURCHASED OR LEASED A MODEL YEAR 2011-2014 CHEVROLET AVALANCHE, SILVERADO, SUBURBAN, OR TAHOE, OR A MODEL YEAR 2011-2014 GMC SIERRA, YUKON, OR YUKON XL VEHICLE EQUIPPED WITH A GENERATION IV LC9 5.3 LITER V8 VORTEC 5300 ENGINE IN CALIFORNIA, IDAHO, OR NORTH CAROLINA, A CLASS ACTION MAY AFFECT YOUR RIGHTS

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

**PLEASE READ THIS NOTICE CAREFULLY**

This Notice explains that the Court certified a class action lawsuit and that your rights may be affected. The lawsuit alleges defects in certain 2011-2014 Chevrolet Avalanche, Silverado, Suburban, Tahoe, and GMC Sierra, Yukon, and Yukon XL vehicles equipped with Generation IV LC9 5.3 Liter V8 Vortec 5300 engines (“LC9 Engines”). The lawsuit is pending in federal court in San Francisco, California (the “Court”). The purpose of this Notice is to inform you about how the lawsuit may affect your rights and what steps you may take. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this lawsuit.

This Notice provides a summary of the lawsuit. It also describes who is eligible to be included in the class, the effect of participating in this lawsuit as a class member, and how to request exclusion from the class.

Your legal rights and options in this lawsuit are summarized below.

<b>LEGAL RIGHTS AND OPTIONS</b>	
<b>ASK TO BE EXCLUDED BY [DATE]</b>	<p>If you do not want to participate in the Class, you can exclude yourself by mailing a request for exclusion by <b>[DATE]</b>. This is the only option that allows you to retain any rights you may have against GM over the claims in this case. You must send your written request for exclusion to the address listed below:</p> <p><b>GM 5300 LC9 Class Action</b> c/o Postlethwaite &amp; Netterville P.O. Box 5124 Baton Rouge, LA 70821</p> <p>If you decide you do not want to participate in the Class and you do <u>not</u> make a timely request for exclusion as described above, you will still be bound by the jury’s verdict, should the case go to trial.</p>

Any questions? visit [www. \[REDACTED\]](http://www. [REDACTED]) or call 1-XXX-XXX-XXXX.

<b>DO NOTHING AT THIS TIME</b>	If you wish to remain in the class, you do not need to do anything at this time.
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Any questions? Read below, or visit [www. \[REDACTED\]](#).

## **BACKGROUND INFORMATION**

1. Why is there a Notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

## **WHO IS IN THE CLASSES**

5. Am I in a Class?
6. I am still not sure if I am included.

## **YOUR RIGHTS AND OPTIONS**

7. How do I participate in this class action?
8. Why would I ask to be excluded?
9. How do I ask the Court to exclude me from the Classes?

## **THE ATTORNEYS REPRESENTING YOU**

10. Do I have an attorney in this case?
11. Should I get my own attorney?

## **GETTING MORE INFORMATION**

12. How do I get more information?
13. Correcting your mailing address.

### **1. Why is there a Notice?**

This Notice explains that the Court has allowed or “certified” a class action lawsuit that may affect your rights. This Notice informs you of the nature of the litigation and describes your rights and options. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing this lawsuit. The lawsuit is known as *Siqueiros et al. v. General Motors, LLC*, and the case number is 3:16-cv-07244-EMC. If you receive a notice in the mail, records of state departments of motor vehicles show that you may have purchased or leased a Class Vehicle in California, Idaho, or North Carolina.

The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches; 2011-2014 Chevrolet Silverados; 2011-2014 Chevrolet Suburbans; 2011-2014 Chevrolet Tahoes; 2011-2014 GMC Sierras; 2011-2014 GMC Yukons; and the 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February

Any questions? visit [www. \[REDACTED\]](#) or call 1-XXX-XXX-XXXX.

10, 2011. Any vehicle that has already received adequate piston replacement (i.e. upgraded piston rings) is excluded from the Class.

## 2. What is this lawsuit about?

Plaintiffs allege that the LC9 Engines in the Class Vehicles contain an inherently defective piston assembly, and that the defect is manifest in every Class Vehicle causing excessive engine wear. Plaintiffs allege that excessively worn piston rings may lead to excessive oil consumption, which causes spark plug fouling, rough idling, rough acceleration, check engine light activation, engine shutdown commands from the instrument cluster, oil loss/burn and may eventually lead to permanent engine damage or shutdown.

Plaintiffs further allege that GM was aware of the alleged defect and they seek to recover economic damages. Plaintiffs are not pursuing claims for personal injuries or damage to other property.

GM denies any wrongdoing or liability for the claims alleged, and specifically denies that any Class Vehicle is defective.

The Court has not decided whether plaintiffs can prove their allegations with evidence at trial. A trial is set to start on August 8, 2022, in the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. During the trial, the jury will hear all of the evidence and will reach a decision about whether plaintiffs have proven the merits of their claims. There is no guarantee that the plaintiffs will win, or that they will get any relief for the Classes.

You do not need to attend the trial. Plaintiffs' counsel and the Class Representatives will present the plaintiffs' case for the Classes, and GM will present its defenses. You or your own lawyer are free to attend the trial at your own expense.

## 3. What is a class action and who is involved?

In a class action lawsuit, people called the "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representatives have sued (in this case GM) is called the Defendant. One court resolves the issues for everyone in the Classes, except for those people who choose to exclude themselves from the Classes.

## 4. Why is this lawsuit a class action?

The Court decided that certain of Class Representatives' claims against GM can proceed as a class action because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has allowed classes to proceed with respect to the specific claims listed below in the following three states:

<u>CERTIFIED STATE</u>	<u>CLAIM CERTIFIED</u>
California	Violation of the California Song-Beverly Consumer Warranty Act for breach of implied warranty of merchantability, Cal. Civ. Code § 1790 <i>et seq.</i>
Idaho	Violation of the Idaho Consumer Protection Act, Idaho Code Ann. §§ 48-601–48-619
North Carolina	Breach of implied warranty of merchantability under North Carolina state law

Any questions? visit [www.](http://www.) [REDACTED] or call 1-XXX-XXX-XXXX.



## 5. Am I in a Class?

The Court certified three classes in this case and defined the classes as follows:

- **California Class.** All current owners or lessees of a Class Vehicle who purchased or leased the vehicle in new condition in the State of California. The Court certifies the claims of the California Class for violation of the Song-Beverly Consumer Warranty Act for breach of implied warranty, Cal. Civ. Code § 1790 *et seq.*
- **North Carolina Class.** All current owners or lessees of a Class Vehicle that was purchased or leased in the State of North Carolina. The Court certifies the claims of the North Carolina Class for breach of implied warranty of merchantability.
- **Idaho Class.** All current owners or lessees of a Class Vehicle that was purchased or leased in the State of Idaho from a GM-authorized dealer. The Court certifies the claims of the Idaho Class for violation of the Idaho Consumer Protection Act, Idaho Code Ann. §§ 48-601–48-619.

**Class Vehicles** are 2011-2014 Chevrolet Avalanches; 2011-2014 Chevrolet Silverados; 2011-2014 Chevrolet Suburbans; 2011-2014 Chevrolet Tahoes; 2011-2014 GMC Sierras; 2011-2014 GMC Yukons; and the 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February 10, 2011. Any vehicle that has already received adequate piston replacement (i.e. upgraded piston rings) is excluded from the class.

Excluded from all of the Classes are: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons that have litigated claims involving Class Vehicles against GM to final judgment; (3) all entities and natural persons who, via a settlement or otherwise, delivered to GM releases of their claims involving Class Vehicles; (4) GM's employees, officers, directors, agents, and representatives, and their family members; and (5) all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

## 6. I am still not sure if I am included.

If you are still not sure whether you are a member of one of the Classes, you can call or write to Class Counsel at the phone numbers or addresses listed below. Do not call the Court.

**You must decide whether to stay in the Class, ask to be excluded, or opt out of the Class.  
You have until [DATE] to exclude yourself.**

## 7. How do I participate in this class action?

If you fall within the definition of one of the Classes set forth above, you are a Class Member. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, in this lawsuit, and will be able to participate in any relief obtained by plaintiffs in the case. Whether plaintiffs win or lose, you will not be able to bring individual legal claims against GM based on the same legal

**Any questions? visit [www.](http://www.) or call 1-XXX-XXX-XXXX.**

theories certified for class treatment in this case, nor will you be able to obtain any relief in connection with such claims, other than the relief obtained by the Class. You will also be bound if an unfavorable judgment is rendered in favor of GM.

**IF YOU WISH TO REMAIN A CLASS MEMBER,  
YOU DO NOT NEED TO DO ANYTHING**

By doing nothing, you will remain part of the case and you will give up your rights to sue GM separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later, such as at the time of settlement or judgment. However, in the event of a settlement, as a Class Member, you will have an opportunity to present an objection to the Court if you disagree with the terms of the settlement. If you stay in the Classes and plaintiffs obtain benefits for the Class Members, either as a result of the trial or a settlement, you will be notified about how to apply for benefits.

**8. Why would I ask to be excluded?**

You may want to exclude yourself if you do not want to participate in this litigation at all. If you exclude yourself from the Classes—which means to remove yourself from the Classes, and is sometimes called “opting out” of the Classes—you will not get any benefits from this litigation.

If your exclusion request is complete and properly submitted before the deadline, you will not be bound by the outcome of the litigation, and you will be free, if you choose, to pursue your own lawsuit against GM based on malfunctions of the same alleged vehicle defect. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

**9. How do I ask the Court to exclude me from the Classes?**

If you wish to be excluded from the Classes and retain all your rights, you must complete an Exclusion Request Form, available at [www.XXXXXXX.com](http://www.XXXXXXX.com) and submit it by U.S. Mail by **[DATE]**. Be sure to sign the form and complete all required information. You must send your Exclusion Request Form to the address listed below:

GM 5300 LC9 Class Action  
c/o Postlethwaite & Netterville  
P.O. Box 5124  
Baton Rouge, LA 70821

**IF YOU CHOOSE TO BE EXCLUDED: (1) you will NOT be entitled to share in any relief from any settlement or judgment that results from this lawsuit; (2) you will NOT be bound by any judgment or settlement release entered in this lawsuit; and (3) at your own expense, you MAY pursue any claims that you have by filing separate litigation.**

**Only request exclusion if you do NOT wish to participate in this litigation and do NOT wish to share in any potential benefits that might be obtained on behalf of the Classes in this lawsuit.**

**10. Do I have an attorney in this case?**

Any questions? visit [www.XXXXXXX.com](http://www.XXXXXXX.com) or call 1-XXX-XXX-XXXX.

Adam J. Levitt, John Tangren, and Daniel Ferri of DiCello Levitt Gutzler LLC and W. Daniel “Dee” Miles, III, H. Clay Barnett, III, and Mitch Williams of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. represent the Classes and Class Members in the litigation.

**11. Should I get my own attorney?**

You may make an appearance in the case through another attorney if you choose. If you wish to remain a Class Member, you do not need to hire your own lawyer because Class Counsel is working on your behalf. If you wish to pursue your own lawsuit separate from this one, you will need to submit a request for exclusion.

**12. How do I get more information?**

This Notice summarizes the Classes and the nature of the litigation. For more information on the Classes and the litigation, you may contact Class Counsel or the Notice Administrator using the contact information below. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

*Court-Appointed Class Counsel*

Adam J. Levitt John E. Tangren Daniel R. Ferri <b>DICELLO LEVITT GUTZLER LLC</b> Ten North Dearborn Street, Sixth Floor Chicago, Illinois 60602 Telephone: 312-214-7900 alevitt@dicellolevitt.com jtangren@dicellolevitt.com dferry@dicellolevitt.com	W. Daniel “Dee” Miles, III H. Clay Barnett, III J. Mitch Williams <b>BEASLEY, ALLEN, CROW, METHVIN, PORTIS &amp; MILES, P.C.</b> 272 Commerce Street Montgomery, Alabama 36104 Telephone: 334-269-2343 Dee.Miles@Beasleyallen.com Clay.Barnett@BeasleyAllen.com Mitch.Williams@beasleyallen.com
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*Notice Administrator*

GM 5300 LC9 Class Action  
c/o Postlethwaite & Netterville  
P.O. Box 5124  
Baton Rouge, LA 70821

**PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR GENERAL MOTORS ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.**

Any questions? visit [www. \[REDACTED\]](http://www. [REDACTED]) or call 1-XXX-XXX-XXXX.

# **EXHIBIT E**



**assurance - consulting - tax - technology**

**[pncpa.com](http://pncpa.com)**

## Exhibit E: Exclusion Form

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**Exclusion Request Form**

**This is NOT a claim form. It EXCLUDES you from this Class Action Lawsuit.**

If you exclude yourself (opt-out), you will not be entitled to share in any relief from any judgment, and possibly from any settlement, from this lawsuit. However, if you exclude yourself, you will not be legally bound by any judgment entered in this lawsuit. You will be able to pursue any legal claims that you have on your own and that are involved in this case, now or in the future.

If you do pursue your own lawsuit after you exclude yourself, you will have to hire and pay your own lawyer, and you will have to prove your claims.

I request to be excluded from the lawsuit. I understand that if I am excluded from the lawsuit, I will not receive any benefits from any judgment in this lawsuit. I understand that if I am excluded from the lawsuit, I will not be bound by any judgment in this lawsuit.

Date: \_\_\_\_\_, 2022 \_\_\_\_\_  
(signature)

(You must complete the following information to exclude yourself)

\_\_\_\_\_  
Full Name of Class Member

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

If you want to exclude yourself from the lawsuit, you must complete this form and mail it by no later than {insert exclusion deadline}, to the following address:

GM 5300 LC9 Class Action  
c/o Postlethwaite & Netterville  
P.O. Box 5124  
Baton Rouge, LA 70821

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

RAUL SIQUEIROS, *et al.*

PLAINTIFF,

V.

GENERAL MOTORS LLC,

DEFENDANT.

CASE NO. 16-CV-07244-EMC

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR ORDER APPROVING CLASS  
NOTICE**

JUDGE: HON. EDWARD J. CHEN

**ORDER**

Having considered Plaintiffs' Unopposed Motion Approving Class Notice, it is hereby ordered that:

- Class notice shall be administered by P&N, as detailed in the Schwartz Declaration, and through the forms of notice attached as Exhibits C and D to the Schwartz Declaration;
- The deadline for sending class notice shall be: May 23, 2022;
- The last day for opt-outs shall be: July 7, 2022;
- The California Department of Motor Vehicles is ordered to provide approval to Polk to release the names and addresses of owners of the vehicles associated with the titles of the VINS at issue in this action for the purposes of disseminating the class notice to Class members;
- Polk is ordered to license, pursuant to the agreement between Polk and P&N, the owner contact information solely for the use of providing the class notice in this action and for no other purpose; and
- The Parties are authorized to obtain the names and mailing addresses of Class members from Polk.

IT IS SO ORDERED

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
THE HONORABLE EDWARD M. CHEN  
UNITED STATES DISTRICT JUDGE